

Memorandum



Date: October 1, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(3)

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement between Miami-Dade County and Tamiami Lakes Plaza, Inc., for the
Tamiami Branch Library Located at 13250-52 SW 8 Street, Miami, Florida
Lease No. 30-4902-025-0010-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between Miami-Dade County (County) and Tamiami Lakes Plaza, Inc. (Landlord), for the Tamiami Branch Library located at 13250-52 S.W. 8 Street, Miami, Florida. More specifically, the resolution does the following:

- Authorizes the leasing of 1,932 square feet of air conditioned commercial space; and
- Authorizes a lease term of five years, plus one additional five-year renewal option period.

Scope

The property is located in County Commission District 11, which is represented by Commissioner Juan C. Zapata.

Fiscal Impact/Funding Source

The total fiscal impact for the first year of the initial lease term will be \$48,511. This amount is comprised of \$41,120.52 in annual base rent (approximately \$21.28 per square foot), \$3,330 for utilities and alarm monitoring, \$2,415 for janitorial and custodial services, and a \$1,645 lease management fee. The total projected fiscal impact for the initial five-year lease term, plus the additional five-year renewal option term is estimated to be \$554,792. The funding source is Library District funds.

Track Record/Monitoring

The County has no record of negative performance issues with the Landlord Margaret Araujo, Chief Real Estate Officer, Real Estate Development Division; Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise the renewal and cancellation provisions.

Background

The Tamiami Branch Library has been at this location since 2003, with the original lease between the Landlord and the County approved by the Board through R-720-02. The current Lease expires on June 30, 2013, but contains a "Holdover" provision which allows the County to continue occupying the space on a month-to-month basis until the proposed Lease is approved.

Additional lease details are as follows:

COMPANY PRINCIPALS:

Elides J. Guerrero, President/Director
Javier Arraiz, Vice President/Director/Secretary
Joel Benes, Manager

JUSTIFICATION: The Miami-Dade Public Library System has a need to continue utilizing this facility to provide services to the residents of District 11.

LEASE TERM: Five years, plus one additional five year renewal option period.

EFFECTIVE DATES: Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating five years thereafter.

RENTAL RATE: The annual rent for the first lease year of the initial lease term will be \$41,120.52, which is approximately \$21.28 per square foot on an annual basis. The annual rent for the second through the fifth lease year of the initial lease term and any subsequent renewal option period, shall be adjusted as per the consumer price index pursuant to Article XVIII of the Lease. In no event shall the increase exceed three percent annually, or be less than the rent for the immediately preceding year.

LEASE CONDITIONS: The Landlord is responsible for water and sewer, maintenance of the building, common areas, air conditioning and the structure of the building. The County is responsible for electricity, fire equipment, janitorial and custodial services, phone, data and security.

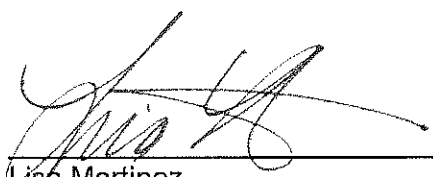
CANCELLATION PROVISION: The County may cancel at any time by giving the Landlord 60 days written notice prior to its effective date.

OTHER PROPERTIES EVALUATED:

3011 S.W. 107 Avenue, Miami – \$20.50 per square foot on an annual basis for a modified gross lease, plus a prorated share of the building's operating expenses, which are estimated to be \$2.00 per square foot on an annual basis.

13914 S.W. 8 Street, Miami – \$21.00 per square foot on an annual basis for a triple net lease. The estimated cost for operating expenses is approximately \$7.00 per square foot on an annual basis.

14218 S.W. 8 Street, Miami – \$22.00 per square foot on an annual basis for a triple net lease. The estimated cost for operating expenses is approximately \$5.00 per square foot on an annual basis.


Lisa Martinez
Senior Advisor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 1, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
10-1-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TAMIAMI LAKES PLAZA, INC., FOR PREMISES LOCATED AT 13250-52 S.W. 8 STREET, MIAMI, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM FOR A PUBLIC LIBRARY, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$554,792.00 FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of the Lease Agreement between Miami-Dade County and Tamiami Lakes Plaza, Inc., for the premises to be utilized by the Miami-Dade Public Library System for a public library, with a total fiscal impact to Miami-Dade County estimated to be \$554,792.00 for the initial five-year term of the lease and the additional five-year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same, for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day
of October, 2013. This resolution shall become effective ten (10) days after the date of its
adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an
override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2013, by and between TAMAMI LAKES PLAZA, INC., a Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

1,932 square feet of air-conditioned commercial space located at 13250-52 S.W. 8 Street, Miami, Florida 33184, including off-street parking in common with other TENANTS.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, plus one (1) additional five-year renewal option period, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"), and terminating five years thereafter, for and at a total rental of Forty One Thousand One Hundred Twenty Dollars and 52/100 (\$41,120.52), for the first lease year, payable in twelve (12) equal monthly installments of One Thousand Nine Hundred Thirty Two Dollars and 00/100 (\$1,932.00), payable in advance on the first day of every month to Tamiami Lakes Plaza, Inc., C/O Horizon Properties of Miami, Inc., 7785 N.W. 146 Street, Miami Lakes, Florida, 33016, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second through the fifth lease year of the initial lease term, and each year of the subsequent renewal option period, shall be adjusted as per Article XVIII, "Rent Adjustment" of the Lease Agreement.

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed

each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water and waste disposal services, servicing the Demised Premises. TENANT, during the term hereof, shall pay for electricity services used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment, excluding the demised premises;
- Walls and floor;
- Trash and refuse disposal;
- Air-conditioning and heating equipment; (as per Exhibit "A")
- Roof and roof leaks;
- Windows, doors, and frames, not covered by TENANT'S plate glass insurance policy;

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement and any extensions thereof, the aforementioned maintenance and services.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after ten (10) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD.

In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof.

TENANT shall be responsible for janitorial and custodial services for the demised premises and shall also be responsible for all fire equipment, including inspections as required by applicable fire codes.

ARTICLE V **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to office furniture, equipment, and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other within sixty (60) days after the occurrence of such fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the Demised Premises and access thereto, including but not

limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX **SIGNS**

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of installation and removal to be paid by TENANT. All signs shall be removed by

TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building upon removal of said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
PARKING

TENANT shall have the right to use the entire ground areas and parking areas located on the property which shall be shared in common with other tenants and shall be permitted to use the designated parking areas for its employees, agents, invitees and visitors as more particularly specified in exhibit "B" attached hereto, except for any reserved parking belonging to Bank United and KFC.

ARTICLE XI
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIV
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any liability relating to, or resulting from the negligence of the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay for all claims and losses and defend all claims, suits or actions of any kind or nature in connections therewith.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XVI
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and

expressed.

ARTICLE XVII
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XVIII
RENT ADJUSTMENT

Commencing on the first anniversary of the Commencement Date, and continuing on each annual anniversary date of the Commencement Date thereafter, the base rent for each twelve-month period during the term of this Lease Agreement, shall be computed by multiplying the annual base rent of Forty One Thousand One Hundred Twenty Dollars and 52/100 (\$41,120.52) by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the commencement date of the Lease Agreement. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. In no event shall the rent adjustment exceed three percent (3%) per annum or be less than the rent for the immediately preceding year. For the purposes hereof, the base year shall be 2013.

ARTICLE XIX
REAL ESTATE TAXES

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, its prorated share of any increase in ad-valorem taxes over the base year 2013, payable as additional rent, which is agreed to be 4% of the building's rentable square feet, calculated as follows: $(1,932 \div 39,803 = 0.04)$. The reimbursement for any increases in ad-valorem taxes shall be based on November's discounted amount.

ARTICLE XX
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all

renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted as per Article XVIII herein, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XXII
CANCELLATION

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement at any time and for any reason by giving LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XXIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Tamiami Lakes Plaza, Inc.
c/o Horizon Properties of Miami, Inc.
7785 N.W. 146 Street
Miami Lakes, Florida 33016

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXIV
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment, and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises, upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best effort to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of the LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing, (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than one (1) business day, then, the rent shall be equitably abated based on any substantial portion of the Demised Premises affected until the lack of services is corrected. Notwithstanding anything to the contrary, any act caused by force majeure is not included herein.

ARTICLE XXV
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "A" HVAC System Preventive Maintenance For Leased Space, applicable to the TENANT premises.

B. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as

demonstrated by sticky traps or other such devices observed by TENANT but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

C. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the build-out or renovation of the demised space.

ARTICLE XXVI **WAIVER OF LANDLORD'S LIEN**

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXVII **FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of

the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXVIII **LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXIX **WAIVER**

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be

deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXX
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXXI
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXXII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred ten percent (110%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

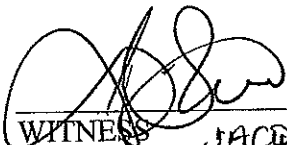
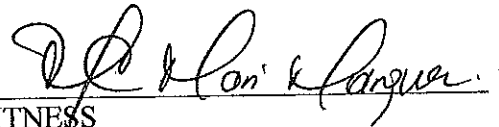
ARTICLE XXXIII
WRITTEN AGREEMENT


This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

TAMIAMI LAKES PLAZA, INC.


WITNESS JACQUELINE VILA

WITNESS

By: 
Elides J. Guerrero JOEL BENEZ
President AGENT

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
Mayor

(TENANT)

Approved by the County Attorney as
to form and legal sufficiency. _____

EXHIBIT "A"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 85%) Changed as required by industry standards
 - B. Electrostatic antimicrobial - minimum acceptable - clean every 30 days.
- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred as required.
- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines.
- IV. **AIR HANDLER** - Separate type or self-contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - preferred quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness – as necessary.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algicide.
 - H. Check, remove trash, and clean condenser drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage – quarterly.
 - B. Check pressure and temperature - quarterly.
- VI. **PUMPS** as applicable:

- A. Inspect belts for damage, tension, and alignment - quarterly.
- B. Check bearings and seals (motor and pump) quarterly.
- C. Check phase voltage and impeller – as required by industry standards.

VII. COOLING TOWER as applicable:

- A. Check water level - minimum monthly.
- B. Check oil level in gear reducers – monthly.
- C. Check for leaks and excessive noise or vibration - monthly.
- D. Check water quality/chemical treatment as required per industry standards.

VIII. BUILDING EXTERIOR:

- A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:

- A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:

- A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT "B"

SKETCH OF ALTA/ACSM LAND TITLE SURVEY

PREPARED BY:
GUNTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0973



NORTH
SCALE 1" = 30'

SURVEYOR'S REPORT OF BOUNDARY SURVEY
LEGAL DESCRIPTION:

TRILEY A "THAMIAN LAKES OFFSHORE PIER", ACCORDING TO THE
BY THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
THE LOCATION OF TRILEY A "THAMIAN LAKES OFFSHORE PIER",
AS SHOWN ON THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
IS LOCATED ON THE S.E. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4
SECTION 34, 1/4, FOR A DISTANCE OF 432 FEET TO THE POINT OF
BEGINNING, 1/4 SECTION 34, 1/4, SOUTH ON THE SECTION 1/4
AND COINTEGRATED BY MONUMENT C, YEA AND ASSIMILATED, BEING THE
TRANSPORTATION RIGHT OF WAY WALK OF STATE ROAD NO. 1, FOR
A DISTANCE OF 12.63 FEET TO THE POINT OF INTERSECTION;
SUCCESSION OF STATE ROAD NO. 1, ON THAMIAN TRAIL, FOR A
DISTANCE OF 12.63 FEET TO THE POINT OF INTERSECTION;
THE WALKWAY BEING THE POINT OF BEGINNING OF STATE ROAD NO. 1,
BEING THE TRANSPORTATION RIGHT OF WAY WALK OF STATE ROAD NO. 1,
FOR A DISTANCE OF 12.63 FEET TO THE POINT OF INTERSECTION;
OF WALK LANE, FOR A DISTANCE OF 0.11 FEET TO THE POINT OF
BEGINNING, 1/4 SECTION 34, 1/4, SOUTH ON THE SECTION 1/4
TO THE S.W. TRAIL, FROM A POINT OF BEGINNING, 1/4 SECTION 34, 1/4,
AND COINTEGRATED BY MONUMENT C, YEA AND ASSIMILATED, BEING THE
TRANSPORTATION RIGHT OF WAY WALK OF STATE ROAD NO. 1, FOR A
DISTANCE OF 12.63 FEET TO THE POINT OF INTERSECTION;
WHEREAS, THESE LAKES BELONG TO A POINT THEREIN, AS
SHOWN ON THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
AND THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
WALK LANE, FOR A DISTANCE OF 432 FEET TO THE POINT OF
BEGINNING, 1/4 SECTION 34, 1/4, SOUTH ON THE SECTION 1/4
AND COINTEGRATED BY MONUMENT C, YEA AND ASSIMILATED, BEING THE
TRANSPORTATION RIGHT OF WAY WALK OF STATE ROAD NO. 1, FOR A
DISTANCE OF 12.63 FEET TO THE POINT OF INTERSECTION;

PROPERTY ADDRESS: 12000 N.W. 8th STREET MIAMI, FLORIDA 33158
THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF AN "ALPHA"
DETERMINE THE REGULATORY JURISDICTION OF ANY FEDERAL OR
OTHER ENTITY.

THIS BOUNDARY SURVEY WAS PERFORMED ON THE EARTH BY A REGISTERED PROFESSIONAL LAND SURVEYOR AND MAPPER.

THE ACCURACY OBTAINED BY MEASUREMENTS AND CALCULATIONS TO THE NINTH TENSILE STANDARD IS ASSUMED TO BE A COMPARISON TO THE NATIONAL BUREAU OF STANDARDS.

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM THE 9

EXPLANATIONS KNOWN REFERRED TO MARYLANN (1922). LAMM-BEL
1921. DESCRIPTION WAS FURNISHED BY CLIENT.

THIS MONEY WAS PERMITTED THE BENEFIT OF THE COM INSURANCE FUND, INC. WITH AN EFFECTIVE DATE OF MARCH 1971 FOLLOWING ELEMENTS PRIOR TO TRADE STOCK LISTED IN SOKOL

ITEM 1. NOT A MATTER OF SUBSTANTIALITY.
ITEM 2. NOT A MATTER OF SUBSTANTIALITY.
ITEM 3. NOT A MATTER OF SUBSTANTIALITY.
ITEM 4. NOT A MATTER OF SUBSTANTIALITY.
ITEM 5. RECOGNITION OF RESTRICTIVE COVENANTS AFFECTS THE RIGHTS OF THE ESTATE.
ITEM 6. DOWRY OF TITLE OF RESTRICTIVE COVENANTS AFFECTS THE RIGHTS OF THE ESTATE.
ITEM 7. DOWRY OF TITLE OF RESTRICTIVE COVENANTS AFFECTS THE RIGHTS OF THE ESTATE.
ITEM 8. COVENANTS AFFECTING THE PROPERTY PROPERTY.
ITEM 9. RECOGNITION OF RESTRICTIVE COVENANTS AFFECTS THE RIGHTS OF THE ESTATE.
ITEM 10. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 11. DOWRY OF TITLE OF RESTRICTIVE COVENANTS AFFECTS THE RIGHTS OF THE ESTATE.
ITEM 12. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 13. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 14. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 15. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 16. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 17. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 18. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 19. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.
ITEM 20. COVENANTS AFFECTING THE RIGHTS OF THE ESTATE.

THE SUBJECT PROPERTY FRONTES ON AND HAS ACCESS TO U.S. & PUBLIC DEDICATED ROADS.

THE NET AREA OF THE SUBJECT PROPERTY IS 122,419.80 SQUARE
FOOT. NO EFFORT WAS MADE BY THIS OFFICE TO LOCATE UNDERGROUND
PIPELINES OR STRUCTURES.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF
THE UNDERSIGNED MEMBER CERTIFIED TO TAKE AND SUEVE ALPHAS

INSURANCE FUND, BUCK STONE AND SMITH, INC. THAT STAFF IN THIS OFFICE OF HEAVY WAS MADE UNDER THE SUPERVISOR STANDARD UTILITY EQUIPMENTS FOR LAND FILL SURVEY FOR MONTHS THE "STANDARD" SPECIAL ESTIMATES FOR LAND SURVEY POWER OF LAND SURVEYS HAVE BEEN 8. FLORIDA AGENCIES THE PROGRESS AND THEIR RELATION TO THE PROJECT AFTER A ENCLOSURE, DISPLAY, SOUTHERN ONE SCOUTS, LANDS THAN THOSE SHOWN THEREIN.

GUNTER GROUP, INC. LD #207
LAND SURVEYING - L&D PLANNING
4350 S.W. 23RD TERRACE
MIAMI, FLORIDA 33163
(305) 270-0073

UP-DATE: 01-30-2009
DATE: 04-28-2009
REF: 100-75477

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL

**TAMIAMI LAKES
SECTION SEVEN
(P.B. 117, PG. 23)**

S.W. 8th ST. (TAMIAMI TRAIL)

H0735'10"W (Mean) 350.53' (Mean)
H0732'15"W (A) 300.00' (A)

TAMIAMI LAKES
SECTION FIVE
(P.B. 114, PG. 77)

- ☐ Employee Parking Only (Not Bank United)
- ☐ Bank United Parking Only
- ☐ KFC Parking Only